

PROMISSORY NOTE

\$1,500,000.00
Principal Amount

February, 2023

For good and valuable consideration, **ECHO MAV, LLC** (the "Maker") promises to pay to the order of **HORIZON31, LLC** (the "Payee") the principal sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00), with interest at the rate of zero percent (0.0%) per year, due and payable as follows:

- (a) On February 17, 2024, Maker shall pay Seven Hundred Fifty Thousand Dollars (\$750,000.00).
- (b) On February 17, 2025, Maker shall pay Seven Hundred Fifty Thousand Dollars (\$750,000.00).

All payments of principal and interest shall be payable in lawful money of the United States of America and addressed to Payee at 632 Tree Ridge Road, Knoxville, Tennessee 37922 or such address designated in writing from time to time by Payee.

Time is of the essence of this Note. If the Maker fails to pay when due, then the entire amount of all principal to be paid over the remaining term of this Note shall, at the option of the Payee, become immediately due and collectible, and shall begin to accrue interest at the maximum rate allowed by law until paid in full. In the event of default and/or acceleration, the Maker shall be also liable for attorney fees and all other costs incurred by the Payee in collecting any amount due hereunder.

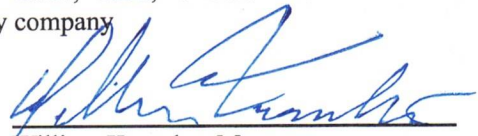
The undersigned shall have the right to prepay this Note, in part or in full, at any time, without penalty. Payments received shall first be applied to attorney fees or other expenses incurred, then to interest, and then to principal. This Note shall be governed by the internal, substantive laws of the State of Tennessee and the undersigned acknowledges that any legal action arising from this Note may be brought in the state courts located in Knoxville, Knox County, Tennessee.

Presentment for payment, demand, protest and notice of demand, protest and nonpayment are hereby waived by the Maker and all other parties hereto. The Payee may grant extension or extensions of the time of payment of this Note or of any part hereof to the undersigned without releasing or in any manner affecting the liability of any other parties secondarily liable hereon.

Signed this 16th day of February, 2023.

ECHO MAV, LLC, a New Mexico limited liability company

By:


William Knowles, Manager

STATE OF Nevada
COUNTY OF Clark

Before me, the undersigned authority, a Notary Public for the said County and State, personally appeared WILLIAM KNOWLES, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be Manager (or other officer authorized to execute the instrument) of ECHO MAV, LLC the within named bargainor, a New Mexico limited liability company, and that he as such officer, executed the foregoing instrument for the purpose therein contained, by signing the name of the company, by himself as such officer.

Witness my hand, at office, this 16th day of February, 2023.

Maria C. Contreras
Notary Public

My Commission Expires: 11/13/2026

